UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

CHEROKEE ACQUISITION

In re:

CELSIUS NETWORK LLC, et al.,

Debtors

Chapter 11

No. 22-10964 (MG)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure of the transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferor: Name of Transferee:

NovaWulf Digital Parallel Master Fund, L.P. **Cherokee Debt Acquisition, LLC**

Name and Current Address of

Transferor:

Name and Address where notices and payments

to transferee should be sent:

NovaWulf Digital Parallel Master Fund, L.P.

(Redacted)

Cherokee Debt Acquisition, LLC

Attn: Vladimir Jelisavcic Email: vjel@cherokeeacq.com 1384 Broadway, Suite 906

New York, NY 10018

Claim No./Schedule	Creditor Name	Amount	Debtor	Case No.
Claim No. 8347	NovaWulf Digital Parallel	\$43,199.54	Celsius Network LLC	22-10964
	Master Fund, L.P., assignee of			
	Steve Sokolowski			
Claim No. 8595	NovaWulf Digital Parallel	\$43,199.54	Celsius Network Inc.	22-10965
	Master Fund, L.P., assignee of			
	Stephen H Sokolowski			
Claim No. 8596	NovaWulf Digital Parallel	\$43,199.54	Celsius Network Limited	22-10966
	Master Fund, L.P., assignee of			
	Stephen H Sokolowski			
Claim No. 8569	NovaWulf Digital Parallel	\$43,199.54	Celsius KeyFi LLC	22-10967
	Master Fund, L.P., assignee of			
	Stephen H Sokolowski			
Claim No. 8594	NovaWulf Digital Parallel	\$43,199.54	Celsius Mining LLC	22-10968
	Master Fund, L.P., assignee of			
	Stephen H Sokolowski			
Claim No. 8597	NovaWulf Digital Parallel	\$43,199.54	Celsius Networks Lending	22-10969
	Master Fund, L.P., assignee of		LLC	
	Stephen H Sokolowski			

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Claim No. 8588	NovaWulf Digital Parallel	\$43,199.54	Celsius Lending LLC	22-10970
	Master Fund, L.P., assignee of			
	Stephen H Sokolowski			
Claim No. 8598	NovaWulf Digital Parallel	\$43,199.54	Celsius US Holding LLC	22-10971
	Master Fund, L.P., assignee of		_	
	Stephen H Sokolowski			

Date: October 10, 2023

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: ______Transferee s Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")

Southern District of New York

Attn: Clerk

AND TO:

Debtor: Celsius Network LLC	Case Number: 22-10964 (MG)		
	Claim #: 8347		
Debtor: Celsius Network Inc.	Case Number: 22-10965 (MG)		
	Claim #: 8595		
Debtor: Celsius Network Limited	Case Number: 22-10966 (MG)		
	Claim #: 8596		
Debtor: Celsius KeyFi LLC	Case Number: 22-10967 (MG)		
	Claim #: 8569		
Debtor: Celsius Mining LLC	Case Number: 22-10968 (MG)		
	Claim #: 8594		
Debtor: Celsius Networks Lending LLC	Case Number: 22-10969 (MG)		
	Claim #: 8597		
Debtor: Celsius Lending LLC	Case Number: 22-10970 (MG)		
	Claim #: 8588		
Debtor: Celsius US Holding LLC	Case Number: 22-10971 (MG)		
	Claim #: 8598		
All above-referenced debtors each a " <u>Debtor</u> " and, collectively, the " <u>Debtors</u> ")	All above-referenced cases each a " <u>Case</u> " and, collectively, the " <u>Cases</u> ")		

NOVAWULF DIGITAL PARALLEL MASTER FUND, L.P., assignee of **STEPHEN HENRY SOKOLOWSKI** ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

CHEROKEE DEBT ACQUISITION, LLC

Attn: Vladimir Jelisavcic 1384 Broadway, Suite 906 New York, NY 10018

its successors and assigns ("<u>Buyer</u>"), all rights, title and interest in and to the claim of Seller, including all rights: (a) of reclamation and all priority claims, and any cure payments made on account of Seller in the Case; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to the claim in the Case; (e) to cash, interest, principal, securities or other property in connection with the Case: and (f) to any amounts listed on the Debtor's schedules, in the principal amount of \$43,199.54 ("Claim"), which represents 100% of the total claim amount of \$43,199.54, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.

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Buyer does not assume and shall not be responsible for any obligations of liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated October <u>6</u>, 2023.

NOVAWULF DIGITAL PARALLEL MASTER FUND, L.P.

By: NOVAWULF DIGITAL GENPAR, L.P., its general partner By: NOVAWULF DIGITAL MGP, LTD., its general partner

By: _____ Michael Abbate

Title: Member

CHEROKEE DEBT ACQUISITION, LLC

Vladimir Jelisavcic

Title: Manager

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